

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ZORAN ALEKSIC AND ZORANA)
ALEKSIC,)
Plaintiffs,)
v.)
EXPERIAN INFORMATION)
SOLUTIONS, INC.; and)
TRANSUNION, LLC,)
Defendants.)

COMPLAINT

INTRODUCTION

1. Plaintiffs bring this action to secure redress from unlawful credit reporting practices of defendants Experian Information Solutions, Inc. (“Experian”) and Transunion, LLC (“Transunion”), in violation of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. (“FCRA”).

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction under 28 U.S.C. §§1331 (general federal question), 1337 (interstate commerce) and 15 U.S.C. §1681p (FCRA).

3. Venue in this District is proper because defendants are subject to jurisdiction here.

PARTIES

4. Plaintiffs are individuals who reside in the Northern District of Illinois. Plaintiffs are father and daughter, who immigrated to the United States at the same time, and were therefore assigned social security numbers that are very similar.

5. Defendant Experian is a credit reporting agency that does business in Illinois. Its registered agent and office are CT Corporation System, 208 S. LaSalle St., Chicago, IL 60604.

6. Defendant TransUnion is a credit reporting agency with its principal place

of business located at 555 W. Adams, Chicago, IL 60661. Its registered agent and office are Prentice Hall Corporation, 801 Adlai Stevenson Drive, Springfield, IL, 62703

FACTS

7. Defendants have been mixing plaintiffs' credit files with each other. Plaintiffs have similar first and last names, and their social security numbers differ by one digit, and defendants' matching algorithms therefore allow this problem to occur.

8. Plaintiffs have repeatedly disputed this with defendants over the past two years, online, by phone and by mail, but defendants continue to insert tradelines, names and other information belonging to the other plaintiff into plaintiffs' credit reports.

9. On information and belief, this is occurring because the algorithms defendants use to match information with consumer files consider information to be a match if the names are similar and the social security numbers are less than one to two digits different. Defendants were well aware when they created these algorithms, that this would result in individuals like plaintiffs, who have similar names and share most digits of their social security numbers with each other, having their credit files mixed.

10. Plaintiffs have repeatedly disputed each other's tradelines and information with defendants in an effort to have the problem corrected. Ms. Aleksic also sent both copies of both plaintiffs' ID's with one of her disputes to defendants, to no avail.

11. At one point, Transunion told Ms. Aleksic that it had corrected the problem, but the problem continues to recur.

12. At present time, Mr. Aleksic is unable to obtain a copy of his own current credit report from Transunion, apparently because his file is so mixed with that of Ms. Aleksic.

13. Because defendants are including each plaintiffs' credit obligations on the reports they provide to potential creditors when one of the plaintiffs applies for credit, plaintiffs have been denied credit on the grounds that they have excessive debt, too many open credit accounts,

and too many credit inquiries.

14. On information and belief, on multiple occasions, defendants have supplied potential creditors with the wrong plaintiffs' credit file when plaintiffs have applied for credit, and as result, Mr. Aleksic had at least one account in which the creditor opened the account using Ms. Aleksics' social security number, and Ms. Aleksic has a Chase account which was opened using Mr. Aleksic's social security number. When plaintiffs complained about this fact, the creditors insisted they must use the information supplied by the credit bureaus, which on information and belief included defendants, and not the information supplied by plaintiffs.

15. Ms. Aleksic has also received collection calls that were intended for Mr. Aleksic, and when she asked why they were calling her, she was informed that they got her information from the credit bureaus, which on information and belief, included on at least one occasion defendants.

16. Plaintiffs have suffered actual damages in the denial of credit, and emotional distress as a result of defendants' conduct. Mr. Aleksic has been unable to purchase a new vehicle for his business as a result, which has resulted in lost income. He has also been hospitalized for stress related illnesses, has had trouble sleeping and has experienced depression caused by his inability to obtain credit. Ms. Aleksic could not get a student loan without a cosigner, and she has been denied credit. Ms. Aleksic also suffered from lost sleep and headaches as a result of the distress caused by defendants' conduct.

17. Defendants have been repeatedly sued by consumers for mixing consumers' credit files and the failure to take reasonable steps to ensure the maximum possible accuracy of consumers' credit files.

COUNT I – FCRA – MAXIMUM POSSIBLE ACCURACY

18. Plaintiffs incorporate ¶¶1-17.

19. Under the Fair Credit Reporting Act, 15 U.S.C. §1681e, defendants are required to "follow reasonable procedures to assure maximum possible accuracy of the information

concerning the individual about whom the report relates."

20. Defendants willfully or negligently failed to take reasonable measures to ensure the maximum possible accuracy of plaintiffs' credit files.

21. Defendants violated 15 U.S.C. §1681n and/or §1681o.

22. Section 1681n provides:

§1681n. Civil liability for willful noncompliance

(a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of—

(1)

(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$ 100 and not more than \$ 1,000; or

(2) such amount of punitive damages as the court may allow; and

(3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court. . . .

23. Section 1681o provides:

§1681o. Civil liability for negligent noncompliance

(a) In general. Any person who is negligent in failing to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of—

(1) any actual damages sustained by the consumer as a result of the failure;

(2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

24. Section 1681p provides:

§ 1681p. Jurisdiction of courts; limitation of actions

An action to enforce any liability created under this title [15 USCS §§ 1681et seq.] may be brought in any appropriate United States district court, without regard to the amount in controversy, or in any other court of competent jurisdiction, not later than the earlier of--

(1) 2 years after the date of discovery by the plaintiff of the violation that is the

basis for such liability; or

(2) 5 years after the date on which the violation that is the basis for such liability occurs.

WHEREFORE, plaintiffs request that the Court enter judgment in their favor and against defendants for:

- (1) Appropriate actual, punitive and statutory damages;
- (2) Attorney's fees, litigation expenses and costs of suit;
- (3) Such other or further relief as the Court deems proper.

COUNT II – FCRA – IMPROPER INVESTIGATION

25. Plaintiffs incorporate ¶¶1- 17.

26. Under the Fair Credit Reporting Act, 15 U.S.C. §1681i, defendants are required to conduct a reasonable investigation if a consumer such as one of the plaintiffs disputes the accuracy of an item on his or her credit report.

27. Defendants willfully or negligently (a) failed to take reasonable measures to investigate plaintiffs' disputes, and (b) failed to correct plaintiffs' credit report.

28. Plaintiffs were damaged as a result.

29. Defendants violated 15 U.S.C. §1681n and/or §1681o.

30. Section 1681p provides:

§ 1681p. Jurisdiction of courts; limitation of actions

An action to enforce any liability created under this title [15 USCS §§ 1681et seq.] may be brought in any appropriate United States district court, without regard to the amount in controversy, or in any other court of competent jurisdiction, not later than the earlier of--

(1) 2 years after the date of discovery by the plaintiff of the violation that is the basis for such liability; or

(2) 5 years after the date on which the violation that is the basis for such liability occurs.

WHEREFORE, plaintiffs request that the Court enter judgment in their favor and against defendants for:

- (1) Appropriate actual, punitive and statutory damages;
- (2) Attorney's fees, litigation expenses and costs of suit;

(3) Such other or further relief as the Court deems proper.

COUNT III – FAIR CREDIT REPORTING ACT – PERMISSIBLE PURPOSE

31. Plaintiffs incorporate paragraphs 1- 17.
32. As described above, Experian and Transunion furnished plaintiffs' consumer report to creditors who did not have a permissible purpose for obtaining it, in that the other plaintiff was the person applying for credit.
33. 15 U.S.C. §1681b prohibits consumer reporting agencies from furnishing consumer reports to third parties except for certain enumerated "permissible purposes."
34. By and through the acts and practices described in the paragraphs above, defendants negligently or willfully violated 15 U.S.C. §1681b.

WHEREFORE, plaintiffs request that the Court enter judgment in favor of plaintiffs and against defendants for:

- (1) Appropriate actual, punitive and statutory damages;
- (2) Attorneys fees, litigation expenses and costs of suit;
- (3) Such other or further relief as the Court deems proper.

s/Daniel A. Edelman
Daniel A. Edelman

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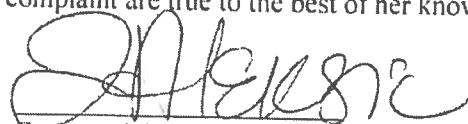
JURY DEMAND

Plaintiffs demand trial by jury.

s/Daniel A. Edelman
Daniel A. Edelman

VERIFICATION

The undersigned declares under penalty of perjury, as provided for by 28 U.S.C. § 1746, that the facts stated in the foregoing complaint are true to the best of her knowledge and belief.



Zorana Aleksic

VERIFICATION

The undersigned declares under penalty of perjury, as provided for by 28 U.S.C. § 1746, that the facts stated in the foregoing complaint are true to the best of his knowledge and belief.


Zoran Aleksic

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

s/Daniel A. Edelman
Daniel A. Edelman

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